

## PURCHASE AND SALE AGREEMENT

1. **Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

Cathy Ball & [REDACTED] ("Buyer") agrees to buy and the undersigned seller Sean C. Williams ("Seller")

agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as: 200 E Main Street #5  
(Address) Johnson City (City), Tennessee, 37604 (Zip), as recorded in  
Washington County Register of Deeds Office, R884 deed book(s), 1 2118 page(s),  
and/or \_\_\_\_\_ instrument number and as further described as:

Washington County TN Parcel Tax ID 046M F 016.00 together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property."

A. **INCLUDED** as part of the Property (if present): all attached light fixtures and bulbs including ceiling fans; permanently attached plate glass mirrors; heating, cooling, and plumbing fixtures and equipment; all doors, storm doors and windows; all window treatments (e.g., shutters, blinds, shades, curtains, draperies) and hardware; all wall-to-wall carpet; range; all built-in kitchen appliances; all bathroom fixtures and bathroom mirrors; all gas logs, fireplace doors and attached screens; all security system components and controls; garage door opener(s) and all (at least 1) remote controls; swimming pool and its equipment; awnings; permanently installed outdoor cooking grills; all landscaping and all outdoor lighting; mailbox(es); attached basketball goals and backboards; TV mounting brackets (inclusive of wall mount and TV brackets) but excluding flat screen TVs); antennae and satellite dishes (excluding components); central vacuum systems and attachments; and all available keys, key fobs, access codes, master codes or other methods necessary for access to the Property, including mailboxes and/or amenities.

B. Other items that **REMAIN** with the Property at no additional cost to Buyer:

C. Items that **WILL NOT REMAIN** with the Property:

D. **LEASED ITEMS:** Leased items that remain with the Property: (e.g., security systems, water softener systems, fuel tank, etc.): n/a

Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

☐ Buyer does not wish to assume a leased item. (**THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.**)

Buyer does not wish to assume Seller's current lease of \_\_\_\_\_; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

E. **FUEL:** Fuel, if any, will be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

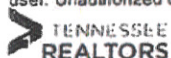
2. **Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided herein, Buyer will at Closing have sufficient cash to complete the purchase of the Property under the terms of this Purchase and Sale Agreement (hereinafter "Agreement"). The purchase price to be paid is: \$ 416,000.00,

Four Hundred Sixteen Thousand U.S. Dollars, ("Purchase Price") which shall be disbursed to Seller or Seller's Closing Agency by one of the following methods:

- i. a Federal Reserve Bank wire transfer;
- ii. a Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- iii. other such form as is approved in writing by Seller.

A. **Financial Contingency – Loan(s) To Be Obtained.** This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to 90 % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in good

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faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (Select the appropriate box.):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Conventional Loan | <input type="checkbox"/> FHA Loan; attach addendum |
| <input type="checkbox"/> VA Loan; attach addendum     | <input type="checkbox"/> Rural Development/USDA    |
| <input type="checkbox"/> THDA                         | <input type="checkbox"/> Other _____               |

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

**Loan Obligations: The Buyer agrees and/or certifies as follows:**

- (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications shall be made via the Notification form or equivalent written notice;
- (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:
  - a. Buyer has secured evidence of hazard insurance which will be effective at Closing and Buyer shall notify Seller of the name of the hazard insurance company;
  - b. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
  - c. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
- (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
- (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
- (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with section 2.A.(1) and/or 2.A.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

- ☐ B. **Financing Contingency Waived (THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.)** (e.g. "All Cash", etc.): Buyer's obligation to close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer will furnish proof of available funds to close in the following manner:

\_\_\_\_\_ (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer.

In the event this Agreement is contingent upon an appraisal (See Section 2.C. below), Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

- C. **Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).**

- ☐ 1. This Agreement IS NOT contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.



2. This Agreement IS CONTINGENT upon the appraised value either equaling or exceeding the agreed upon Purchase Price. If the appraised value is equal to or exceeds Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer shall promptly notify the Seller via the Notification form or equivalent written notice. Buyer shall then have three (3) days to either:

1. waive the appraisal contingency via the Notification form or equivalent written notice  
OR

2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.

In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth above, this contingency shall be deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.

**D. Closing Expenses.**

1. **Seller Expenses.** Seller shall pay all existing loans and/or liens affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; Seller's closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so will constitute a default by Seller.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.*

2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; insured Closing Protection Letter; association fees as stated within section 4.F.; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service, notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.

3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:

Split evenly between seller and buyer

Simultaneous issue rates shall apply.

Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every transaction and may be modified as follows:

Closing Agency for Buyer & Contact Information: \_\_\_\_\_

buyer's choice

Closing Agency for Seller & Contact Information: \_\_\_\_\_

seller's choice

3. **Earnest Money/Trust Money.** Buyer has paid or will pay within 7 days after the Binding Agreement Date to Mitch Cox Realtor, Inc. (name of Holder) ("Holder") located at 2304 Silverdale Drive Suite 200 Johnson City, TN 37601 (address of Holder), a Earnest Money/Trust Money deposit of \$ 2,000.00 by check (OR \_\_\_\_\_) ("Earnest Money/Trust Money").

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**A. Failure to Receive Earnest Money/Trust Money.** In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored for any reason by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds to Holder before Seller elects to terminate, Seller shall be deemed to have waived his right to terminate, and the Agreement shall remain in full force and effect.

**B. Handling of Earnest Money/Trust Money upon Receipt by Holder.** Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a written agreement signed by all parties having an interest in the funds;
- (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;
- (d) upon a reasonable interpretation of the Agreement; or
- (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

#### 4. Closing, Prorations, Special Assessments and Warranties Transfer.

**A. Closing Date.** This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire, at 11:59 p.m. local time on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

**1. Possession.** Possession of the Property is to be given (Select the appropriate boxes below. Unselected items will not be part of this Agreement):

- ☒ at Closing as evidenced by delivery of warranty deed and payment of Purchase Price;
- OR
- ☐ as agreed in the attached and incorporated Temporary Occupancy Agreement;

**B. Prorations.** Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and roll back taxes, if any, will be paid by Seller.

**C. Greenbelt.** If property is currently classified by the property tax assessor as "Greenbelt" (minimum of 15 acres or otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? (Select the appropriate boxes below. Unselected items will not be part of this Agreement):

- ☐ Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's responsibility to make timely and proper application to insure such status. Buyer's failure to timely and properly make application will result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use will qualify for greenbelt classification.
- ☐ Buyer does not intend to maintain the property's Greenbelt status and Rollback taxes shall be payable by the Seller at time of closing.

**D. Special Assessments.** Special assessments approved or levied prior to the Closing Date shall be paid by the Seller at or prior to Closing unless otherwise agreed as follows:



**E. Warranties Transfer.** Seller, at the option of Buyer and at Buyer's cost, agrees to transfer Seller's interest in any manufacturer's warranties, service contracts, termite bond or treatment guarantee and/or similar warranties which by their terms may be transferable to Buyer.

**F. Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

**5. Title and Conveyance.**

**A.** Seller warrants that at the time of Closing, Seller will convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to:

- (1) zoning;
- (2) setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
- (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and
- (4) leases and other encumbrances specified in this Agreement.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

- (1) accept the Property with the defects OR
- (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to Closing Date, Buyer and Seller may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to refund of Earnest Money/Trust Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee will insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

**B. Deed.** Name(s) on Deed to be: Cathy Ball and [REDACTED]  
It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer holds title.

**C. Association Lien Payoff.** In the event the Property is subject to mandatory association assessments or other fees, which may impose a lien, Seller shall cause to be delivered to Buyer or Buyer's Closing Agent not later than seven (7) days before Closing a lien payoff, estoppel letter or a statement of account reflecting that the account relating to the Property is current or setting forth the sum due to bring the account current.

**6. Public Water or Public Sewer Systems**

In the event it is discovered that Public Water or Public Sewer System is accessible to the Property and connection to the Property is required by a governmental agency/ authority or Lender, Buyer shall promptly notify the Seller via the Notification form or equivalent written notice. Seller and Buyer shall have five (5) days following such written notice but not later than the Closing Date to negotiate in good faith the payment for the cost and the connection to the Public Water or Public Sewer System. In the event Seller and Buyer do not reach a mutual written agreement for the payment of such cost or a mutually agreeable written extension of such time period as evidenced in an Amendment to this Agreement signed by both parties within such period of time, this Agreement is hereby terminated. If terminated the Buyer is entitled to a refund of the Earnest Money/Trust Money.

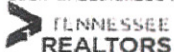
**7. Lead-Based Paint Disclosure (Select the appropriate box.)**

☐ does not apply. ☒ does apply (Property built prior to 1978 – see attached Lead-Based Paint Disclosure)

**8. Inspections.**

**A. Buyer's Right to Make Inspection(s).** All inspections/reports, including but not limited to the home inspection report, those required/recommended in the home inspection report, Wood Destroying Insect Infestation Inspection Report, septic inspection and well water test, are to be made at Buyer's expense, unless otherwise stipulated in this Agreement. The parties hereto agree that in the event Buyer shall elect to contract with a third-

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party inspector to obtain a "Home Inspection" as defined by Tennessee law, said inspection shall be conducted by a licensed Home Inspector. However, nothing in this section shall preclude Buyer from conducting any inspections on his/her own behalf, nor shall it preclude Buyer from retaining a qualified (and if required by law, licensed) professional to conduct inspections of particular systems or issues within such professional's expertise or licensure, including but not limited to inspection of the heating/cooling systems, electrical systems, foundation, etc., so long as said professional is not in violation of Tenn. Code Ann. § 62-6-301, et seq. as may be amended. Seller shall cause all utility services and any pool, spa, and similar items to be operational so that Buyer may complete all inspections and tests under this Agreement. Buyer agrees to indemnify Seller from the acts of himself, his inspectors and/or representatives in exercising his rights under this Purchase and Sale Agreement. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. Buyer waives any objections to matters of purely cosmetic nature (e.g. decorative, color or finish items) disclosed by inspection. Buyer has no right to require repairs or alterations purely to meet current building codes, unless required to do so by governmental authorities.

**B. Initial Inspections.** Buyer and/or his inspectors/representatives shall have the right and responsibility to enter the Property during normal business hours, for the purpose of making inspections and/or tests of the Property. Buyer and/or his inspectors/representatives shall have the right to perform a visual analysis of the condition of the Property, any reasonably accessible installed components, the operation of the Property's systems, including any controls normally operated by Seller including the following components: heating systems, cooling systems, electrical systems, plumbing systems, structural components, foundations, roof coverings, exterior and interior components, any other site aspects that affect the Property, and environmental issues (e.g. radon, mold, asbestos, etc.).

**C. Wood Destroying Insect Infestation Inspection Report.** If desired by Buyer or required by Buyer's Lender, it shall be Buyer's responsibility to obtain *at Buyer's expense* a Wood Destroying Insect Infestation Inspection Report (the "Report"), which shall be made by a Tennessee licensed and chartered pest control operator.

The foregoing expense may be subject to governmental guidelines relating to VA Loans (See VA/FHA Loan Addendum if applicable).

The inspection shall include each dwelling, garage, and other permanent structure on the Property excluding \_\_\_\_\_ for evidence of active infestation and/or damage.

Buyer shall cause such Report to be delivered to Seller simultaneously with any repairs requested by the Buyer or the end of the Inspection Period, whichever is earlier. If the Report indicates evidence of active infestation, Seller agrees to treat infestation at Seller's expense and provide documentation of the treatment to Buyer prior to Closing. Requests for repair of damage, if any, should be addressed in the Buyer's request for repairs pursuant to Subsection 8.D., Buyer's Inspection and Resolution below.

**D. Buyer's Inspection and Resolution.** Within 30 days after the Binding Agreement Date ("Inspection Period"), Buyer shall cause to be conducted any inspection provided for herein, including but not limited to the Wood Destroying Insect Infestation Inspection Report AND shall provide written notice of such to Seller as described below. *In the event Buyer fails to timely make such inspections and respond within said timeframe as described herein, the Buyer shall have forfeited any rights provided under this Section 8, and in such case shall accept the Property in its current condition, normal wear and tear excepted.*

In said notice Buyer shall either:

(1) In consideration of Buyer having conducted Buyer's good faith inspections as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall furnish Seller with a list of written specified objections and immediately terminate this Agreement via the Notification form or equivalent written notice. All Earnest Money/Trust Money shall be returned to Buyer upon termination.

OR

(2) accept the Property in its present "AS IS" condition with any and all faults and no warranties expressed or implied via the Notification form or equivalent written notice. Seller has no obligation to make repairs.

OR

(3) furnish Seller a written list of items which Buyer requires to be repaired and/or replaced with like quality or value in a professional and workmanlike manner via the Repair/Replacement Proposal or equivalent written notice. Seller shall have the right to request any supporting documentation that substantiates any item listed.

a. Resolution Period. Seller and Buyer shall then have a period of 10 days following receipt of the above stated written list ("Resolution Period") to reach a mutual agreement as to the items to be repaired or replaced with like quality or value by Seller, which shall be evidenced by the Repair / Replacement Amendment or written equivalent(s). The receipt by Seller of the above stated written list or Repair/Replacement Proposal marks the end of the Inspection Period and beginning of the



Resolution Period. *The parties agree to negotiate repairs in good faith during the Resolution Period.* Buyer retains the ability to accept the Property in its present "AS IS" condition during the Resolution Period. In the event Seller and Buyer do not reach a mutual written resolution during such Resolution Period or a mutually agreeable written extension thereof as evidenced in an Amendment to this Agreement signed by both parties within said period of time, this Agreement is hereby terminated. If terminated, Buyer is entitled to a refund of the Earnest Money/Trust Money.

- Buyer waives the option to request items to be repaired and/or replaced under D (3) above and there shall be no Resolution Period. Buyer retains the right to perform Buyer's Inspections and to timely furnish Seller with a list of written specified objections and immediately terminate this Agreement as provided in D (1) above or accept the Property in its present AS IS condition as provided under D (2) above.

- **E. Waiver of All Inspections. THIS BOX MUST BE CHECKED TO BE PART OF THIS AGREEMENT.** Buyer, having been advised of the benefits of inspections, waives any and all Inspection Rights under this Section 8 (including but not limited to the Wood Destroying Insect Infestation Inspection Report).

9. **Final Inspection.** Buyer and/or his inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within 3 day(s) prior to the Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements agreed to during the Resolution Period, if any, have been completed. Property shall remain in such condition until Closing at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.

10. **Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations Section of this Agreement.

A. **Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a Mortgage Inspection or Boundary Line Survey and Flood Zone Certifications.

B. **Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions will apply to the insurability of said Property.

C. **Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

D. **Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]

E. **Title Exceptions.** At Closing, the general warranty deed will be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer.

11. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving Property; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for square footage or acreage of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and/or for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice,

Shannon Kimberly Castillo

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representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

**12. Brokerage.** As specified by separate agreement, Seller agrees to pay Listing Broker at Closing the agreed upon compensation. The Listing Broker will direct the closing agency to pay the Selling Broker, from the compensation received, an amount in accordance with the terms and provisions specified by separate agreement. The parties agree and acknowledge that the Brokers involved in this transaction may receive compensation from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their commission rights, and as such, shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs.

**13. Default.** Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party will assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

**14. Home Protection Plan.** This is not a substitution for Home Inspection. Exclusions to coverage may apply. (Select the appropriate box below. Items not selected are not part of this Agreement).

- ☐ **Home Protection Plan.** \_\_\_\_\_ to pay \$ \_\_\_\_\_ for the purchase of a limited home protection plan to be funded at Closing. Plan Provider: \_\_\_\_\_  
Ordered by: \_\_\_\_\_ (Real Estate Company)
- ☒ **Home Protection Plan waived.**

**15. Other Provisions.**

**A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. Any assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date will be referred to for convenience as the Binding Agreement Date for purposes of establishing performance deadlines.

**B. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after Closing, shall survive the Closing and delivery of the deed and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.

**C. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.

**D. Time of Essence.** Time is of the essence in this Agreement.

**E. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine

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shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline, other than the Closing Date (as defined herein), Date of Possession (as defined herein), Completion of Repair Deadline (as defined in the Repair/Replacement Amendment), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any time period under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date).

**F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

**G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. NOTICE shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

**H. Risk of Loss.** The risk of hazard or casualty loss or damage to Property shall be borne by the Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.

**I. Equal Housing.** This Property is being sold without regard to race, color, creed, sex, religion, handicap, familial status, or national origin.

**J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.

**K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).

**L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

**M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

**16. Seller's Additional Obligations.** In addition to any other disclosure required by law, the Seller shall, prior to entering into an Agreement with a Buyer, disclose in writing including acknowledgement of receipt: (a) the presence of any known exterior injection well or sinkhole (as defined in TCA § 66-5-212) on the property; (b) the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation; (c) if the property is located in a Planned Unit Development (PUD); (d) if the property is located in a PUD, make available to the Buyer a copy of the development's restrictive covenants, homeowner bylaws and master deed upon request; (e) any single-family residence located on the Property has been moved from an existing foundation to another foundation where such information is known to the Seller; and (f) if a permit for a subsurface sewage disposal system for the Property was issued during a sewer moratorium pursuant to TCA § 68-221-409. If so, Buyer may have a future obligation to connect to the public sewer system.

**17. Method of Execution.** The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law will be acceptable and may be treated as originals and that the final Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

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479 18. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part  
 480 of this Agreement:  
 481 Legal Description  
 482 Residential Disclaimer  
 Tennessee Residential Property Condition  
 Lead Based Paint Disclosure  
 Confirmation of Agency Status

483 19. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding section, shall control:  
 484 Closing shall be the date that is on or before 15 days after the end of the Buyer's  
 485 Inspection Period.

486 All personal items shall be removed before the Closing. Any items left after the closing  
 487 shall be the property of the buyers.  
 488  
 489  
 490  
 491  
 492  
 493  
 494

495 20. **Time Limit of Offer.** This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not  
 496 countered or accepted by 12:00 o'clock ☐ a.m./ ☒ p.m.; on the 14 day of Apr, 22.

497 **LEGAL DOCUMENTS:** This is an important legal document creating valuable rights and obligations. If you have any  
 498 questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is  
 499 authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

500 **NOTE:** Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this  
 501 Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have  
 502 received a copy of this Agreement.

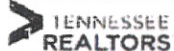
503 **WIRE FRAUD WARNING:** Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts  
 504 and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently  
 505 confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money  
 506 without double-checking that the wiring instructions are correct. **NEVER ACCEPT WIRING INSTRUCTIONS FROM**  
 507 **YOUR AGENT OR BROKER.** Buyer Initials CS Buyer Initials PS

508	Buyer hereby makes this offer.		DocuSigned by:
509	<u>Cathy Ball</u>	<u>[Signature]</u>	
510	BUYER Cathy Ball	BUYER Jerry	
511	4/11/2022 at <u>11024</u> o'clock <input checked="" type="checkbox"/> am/ <input type="checkbox"/> pm	4/11/2022 at <u>Time 12:17</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	
512	Offer Date	Offer Date	

513	Seller hereby:	
514	<input checked="" type="checkbox"/> <b>ACCEPTS</b> – accepts this offer.	
515	<input type="checkbox"/> <b>COUNTERS</b> – accepts this offer subject to the attached Counter Offer(s).	
516	<input type="checkbox"/> <b>REJECTS</b> this offer and makes no counter offer.	
517	<u>[Signature]</u>	
518	SELLER Sean C. Williams	SELLER
519	4/11/2022 at <u>1100</u> o'clock <input checked="" type="checkbox"/> am/ <input type="checkbox"/> pm	at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
520	Date	Date

521 **Acknowledgement of Receipt.** [Signature] hereby acknowledges receipt of the final accepted offer  
 522 on 4/12/2022 at 6:14 o'clock ☒ am/ ☐ pm, and this shall be referred to as the Binding Agreement Date for  
 523 purposes of establishing performance deadlines as set forth in the Agreement.

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**For Information Purposes Only:**

Listing Company: \_\_\_\_\_  
 Listing Firm Address: \_\_\_\_\_  
 Firm License No.: \_\_\_\_\_  
 Firm Telephone No.: \_\_\_\_\_  
 Listing Licensee: \_\_\_\_\_  
 Licensee License Number: \_\_\_\_\_  
 Licensee Email: \_\_\_\_\_  
 Licensee Cellphone No.: \_\_\_\_\_  
 Home Owner's / Condominium Association ("HOA/COA")/

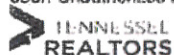
Selling Company: Mitch Cox, REALTORS, Inc.  
 Selling Firm Address: PO Box 3891 CRS  
 Firm License No.: 059559  
 Firm Telephone No.: 423-282-6582  
 Selling Licensee: Shannon Kimberly Castillo  
 Licensee License Number: [REDACTED]  
 Licensee Email: [REDACTED]  
 Licensee Cellphone No.: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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EXHIBIT – LEGAL DESCRIPTION

200 E Main #5  
Johnson City, TN 37604

Washington County TN Parcel Tax ID  
046M F 016.00

"BEING all of Level #5, Downtown Towers Condominiums, as shown by map or plot of such Condominiums of record in Plat Book 14, Page 280, in the office of the Register of Deeds for Washington County, Tennessee, together with an appurtenant percentage of undivided interest in the common elements as set forth in the Master Deed of Downtown Towers Condominiums of Record in said Register's Office on Roll 85, Image 2039; and amended by First Amendment to Master Deed dated June 14, 1996, and recorded on Roll 92, Image 1919, and amended by Second Amendment to Master Deed dated August 20, 1997, and recorded on Roll 119, Image 2246; and amended by Third Amendment to Master Deed Establishing Horizontal Property Regime and Correction of First Amendment to Master Deed dated October 6, 1997, and recorded on Roll 123, Image 420; and amended by Fourth Amendment to Master Deed dated March 27, 1998, and recorded on Roll 135, Image 545, to which reference is here made for a more full and complete description of said level."

REFERENCE: Being the same property which 200 East Main Street Corporation conveyed to Craig L. Torbett and wife, Lisa C. Torbett, by deed dated March 30, 1998, recorded on Roll 135, Image 779 of the Washington County, Tennessee, Registry.

The foregoing description is the same as the description contained in the deed referenced hereinbefore.



## DISCLAIMER NOTICE

The Broker and their affiliated licensees (hereinafter collectively "Licensees") are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. **THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY.** Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.
2. **THE CONDITION OF ROOFING.** Consult with a bonded roofing company for any concerns about the condition of the roof.
3. **HOME INSPECTION.** We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors ([www.ashi.com](http://www.ashi.com)), the National Association of Certified Home Inspectors ([www.nahi.org](http://www.nahi.org)), and Home Inspectors of Tennessee Association ([www.hita.us](http://www.hita.us)) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**
4. **WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS.** It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.
5. **ENVIRONMENTAL HAZARDS.** Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.
6. **SQUARE FOOTAGE.** There are multiple sources from which square footage of a property may be obtained. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but it is **not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.
7. **CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY.** A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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**NOTE:** A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.

**8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND ACREAGE.** A survey can provide helpful information, including whether the road to the home is a public or private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

**9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES.** Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.

**10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES.** The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified by the appropriate sources in writing (including but not limited to fire protection). You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the property maintained by the appropriate governmental permitting authority. If the file for this property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.

**11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS.** It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.

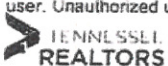
**12. CONDEMNATION.** It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the property with the State, County and city/town governments in which the property is located. Condemnation proceedings could result in all or a portion of the property being taken by the government with compensation being paid to the landowner.

**13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION.** It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.

**14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS.** You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.

**15. LEGAL AND TAX ADVICE.** You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

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**16. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS.** The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

**17. RELIANCE.** You understand that it is your responsibility to determine whether the size, location and condition of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as to suitability of a property to your needs. You acknowledge that any images or other marketing materials provided by the seller or brokers involved in the transaction electronically or in print may not display the property's features, flaws, odor(s), or size and that you will not rely on such images when purchasing a property.

**18. MARKETING MATERIALS.** You acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. You agree that Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media representations or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and counsel about these and similar concerns.

The party(ies) below have signed and acknowledge receipt of a copy. DocuSigned by:

*Cathy Bull*

CLIENT/CUSTOMER

4/11/2022

at 10:24

o'clock ☒ am/ ☐ pm

Date

*[Signature]*

CLIENT/CUSTOMER

4/11/2022

at 11

o'clock ☐ am/ ☒ pm

Date

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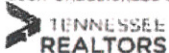
## TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 200 E Main Street #5 CITY Johnson City  
 2 SELLER'S NAME(S) Sean C. Williams PROPERTY AGE 100  
 3 DATE SELLER ACQUIRED THE PROPERTY 10/19/2015 DO YOU OCCUPY THE PROPERTY? no  
 4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? 1 yr  
 5 (Check the one that applies) The property is a ☒ site-built home ☐ non-site-built home

6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units  
 7 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential  
 8 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may  
 9 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'  
 10 rights and obligations under the Act. A complete copy of the Act may be found at <http://www.lexisnexis.com/hottopics/tncode/>  
 11 (See Tenn. Code Ann. § 66-5-201, et seq.)

- 12 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the
- 13 best of the seller's knowledge as of the Disclosure date.
- 14 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 15 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
- 16 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 17 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain information
- 18 provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-
- 19 5-204).
- 20 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 21 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
- 22 agreed to in the purchase contract.
- 23 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 24 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
- 25 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
- 26 had no effect on the physical structure of the property.
- 27 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
- 28 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
- 29 (See Tenn. Code Ann. § 66-5-202).
- 30 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
- 31 court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the
- 32 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 33 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
- 34 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
- 35 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 36 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
- 37 not required to repair any such items.
- 38 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
- 39 disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).
- 40 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
- 41 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.

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- 42 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees  
43 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.
- 44 16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited  
45 from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage  
46 disposal system permit.
- 47 17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results  
48 of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the  
49 Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as  
50 defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive  
51 covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has  
52 ever been moved from an existing foundation to another foundation.

53 The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge  
54 that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information  
55 was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition  
56 Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition  
57 Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any  
58 legal questions they may have regarding this information or prior to taking any legal actions.

59 The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must  
60 provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The  
61 information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee  
62 or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers  
63 may wish to obtain.

64 **Buyers and Sellers should be aware that any sales agreement executed between the parties will supersede this form as**  
65 **to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified**  
66 **below and/or the obligation of the buyer to accept such items "as is."**

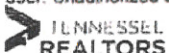
#### INSTRUCTIONS TO THE SELLER

68 Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly  
69 label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this  
70 statement to any person or entity in connection with any actual or anticipated sale of the subject property.

#### 71 A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- |   |   |  |
|---|---|--|
| 72 <input checked="" type="checkbox"/> Range                      | <input type="checkbox"/> Wall/Window Air Conditioning           | <input type="checkbox"/> Garage Door Opener(s) (Number of openers ____)                                |
| 73 <input type="checkbox"/> Window Screens                        | <input checked="" type="checkbox"/> Oven                        | <input type="checkbox"/> Fireplace(s) (Number) ____  |
| 74 <input type="checkbox"/> Intercom                              | <input checked="" type="checkbox"/> Microwave                   | <input type="checkbox"/> Gas Starter for Fireplace   |
| 75 <input checked="" type="checkbox"/> Garbage Disposal           | <input checked="" type="checkbox"/> Gas Fireplace Logs          | <input type="checkbox"/> TV Antenna/Satellite Dish   |
| 76 <input type="checkbox"/> Trash Compactor                       | <input checked="" type="checkbox"/> Smoke Detector/Fire Alarm   | <input type="checkbox"/> Central Vacuum System and attachments   |
| 77 <input checked="" type="checkbox"/> Spa/Whirlpool Tub          | <input type="checkbox"/> Burglar Alarm                          | <input type="checkbox"/> Current Termite contract  |
| 78 <input type="checkbox"/> Water Softener                        | <input type="checkbox"/> Patio/Decking/Gazebo                   | <input type="checkbox"/> Hot Tub   |
| 79 <input type="checkbox"/> 220 Volt Wiring                       | <input type="checkbox"/> Installed Outdoor Cooking Grill        | <input checked="" type="checkbox"/> Washer/Dryer Hookups   |
| 80 <input type="checkbox"/> Sauna                                 | <input type="checkbox"/> Irrigation System                      | <input type="checkbox"/> Pool  |
| 81 <input checked="" type="checkbox"/> Dishwasher                 | <input checked="" type="checkbox"/> A key to all exterior doors | <input type="checkbox"/> Access to Public Streets  |
| 82 <input type="checkbox"/> Sump Pump                             | <input type="checkbox"/> Rain Gutters                           | <input checked="" type="checkbox"/> Heat Pump  |
| 83 <input checked="" type="checkbox"/> Central Heating            | <input checked="" type="checkbox"/> Central Air                 |  |
| 84 <input type="checkbox"/> Other _____                           |   | <input type="checkbox"/> Other _____   |
| 85 Water Heater: <input checked="" type="checkbox"/> Electric     | <input type="checkbox"/> Gas                                    | <input type="checkbox"/> Solar   |
| 86 Garage: <input type="checkbox"/> Attached                      | <input type="checkbox"/> Not Attached                           | <input type="checkbox"/> Carport   |
| 87 Water Supply: <input checked="" type="checkbox"/> City         | <input type="checkbox"/> Well                                   | <input type="checkbox"/> Private <input type="checkbox"/> Utility <input type="checkbox"/> Other _____ |
| 88 Gas Supply: <input type="checkbox"/> Utility                   | <input type="checkbox"/> Bottled                                | <input type="checkbox"/> Other _____   |
| 89 Waste Disposal: <input checked="" type="checkbox"/> City Sewer | <input type="checkbox"/> Septic Tank                            | <input type="checkbox"/> Other _____   |
| 90 Roof(s): Type _____  | Age (approx): _____   |  |

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91 Other Items:

92  
93

94 To the best of your knowledge, are any of the above NOT in operating condition? ☐ YES ☒ NO

95 If YES, then describe (attach additional sheets if necessary):

96  
97  
98

99 **B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?**

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
100		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior Walls		<input checked="" type="checkbox"/>	<input type="checkbox"/>
101	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceilings		<input checked="" type="checkbox"/>	<input type="checkbox"/>
102	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Floors		<input checked="" type="checkbox"/>	<input type="checkbox"/>
103	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windows		<input checked="" type="checkbox"/>	<input type="checkbox"/>
104	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Doors		<input checked="" type="checkbox"/>	<input type="checkbox"/>
105	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insulation		<input checked="" type="checkbox"/>	<input type="checkbox"/>
106	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plumbing System		<input checked="" type="checkbox"/>	<input type="checkbox"/>
107	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer/Septic		<input checked="" type="checkbox"/>	<input type="checkbox"/>
108	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electrical System		<input checked="" type="checkbox"/>	<input type="checkbox"/>
109	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exterior Walls		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Roof		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Basement		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Foundation		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Slab		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Driveway		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Sidewalks		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Central Heating		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Heat Pump		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Central Air Conditioning		<input checked="" type="checkbox"/>	<input type="checkbox"/>

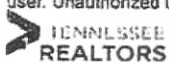
110 If any of the above is/are marked YES, please explain:

111 Pinhole leak in ceiling of Laundry Room.

112 **C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:**

	YES	NO	UNKNOWN
113 1. Substances, materials or products which may be environmental hazards such as, but not limited to: asbestos, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil or water, on the subject property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
114 2. Features shared in common with adjoining land owners, such as walls, but not limited to, fences, and/or driveways, with joint rights and obligations for use and maintenance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
115 3. Any authorized changes in roads, drainage or utilities affecting the property, or contiguous to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
116 4. Any changes since the most recent survey of the property was done? Most recent survey of the property: _____ (Date) (check here if unknown)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
117 5. Any encroachments, easements, or similar items that may affect your ownership interest in the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
118 6. Room additions, structural modifications or other alterations or repairs made without necessary permits?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
119 7. Room additions, structural modifications or other alterations or repairs not in compliance with building codes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
120 8. Landfill (compacted or otherwise) on the property or any portion thereof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
121 9. Any settling from any cause, or slippage, sliding or other soil problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
122 10. Flooding, drainage or grading problems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
123 11. Any requirement that flood insurance be maintained on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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		YES	NO	UNKNOWN
136	12. Property or structural damage from fire, earthquake, floods, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
137	If yes, please explain (use separate sheet if necessary).			
138				
139				
140	If yes, has said damage been repaired? _____			
141	13. Is the property serviced by a fire department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
142	If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found:			
143	<a href="https://tnmap.tn.gov/fdtn/">https://tnmap.tn.gov/fdtn/</a> )			
144				
145	Is the property owner subject to charges or fees for fire protection,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
146	such as subscriptions, association dues or utility fees?			
147	14. Any zoning violations, nonconforming uses and/or violations of	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
148	"setback" requirements?			
149	15. Neighborhood noise problems or other nuisances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
150	16. Subdivision and/or deed restrictions or obligations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
151	17. A Condominium/Homeowners Association (HOA) which has any authority	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152	over the subject property?			
153	Name of HOA: <u>Downtown Towers</u>			
154	HOA Phone Number: _____			
155	Special Assessments: _____			
156	Management Company: <u>self managed</u>			
157	Management Co. Address: <u>Jin Miller - Manager</u>			
	HOA Address: _____			
	Monthly Dues: _____			
	Transfer Fees: _____			
	Phone: <u>(423) 726-2714</u>			
158	18. Any "common area" (facilities such as, but not limited to, pools, tennis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
159	courts, walkways or other areas co-owned in undivided interest with others)?			
160	19. Any notices of abatement or citations against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
161	20. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
162	or will affect the property?			
163	21. Is any system, equipment or part of the property being leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
164	If yes, please explain, and include a written statement regarding payment			
165	information.			
166				
167				
168	22. Any exterior wall covering of the structure(s) covered with exterior	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
169	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
170	If yes, has there been a recent inspection to determine whether the structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171	has excessive moisture accumulation and/or moisture related damage?			
172	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
173	<i>professional inspect the structure in question for the preceding concern and provide a written report of the professional's</i>			
174	<i>finding.)</i>			
175	If yes, please explain. If necessary, please attach an additional sheet.			
176				
177				
178	23. Is there an exterior injection well anywhere on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
179	24. Is seller aware of any percolation tests or soil absorption rates being	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
180	performed on the property that are determined or accepted by			
181	the Tennessee Department of Environment and Conservation?			
182	If yes, results of test(s) and/or rate(s) are attached.			
183	25. Has any residence on this property ever been moved from its original	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
184	foundation to another foundation?			

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YES NO UNKNOWN

26. Is this property in a Planned Unit Development? Planned Unit Development is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, controlled by one (1) or more landowners, to be developed under unified control or unified plan of development for a number of dwelling units, commercial, educational, recreational or industrial uses, or any combination of the foregoing, the plan for which does not correspond in lot size, bulk or type of use, density, lot coverage, open space, or other restrictions to the existing land use regulations." Unknown is not a permissible answer under the statute.

27. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of limestone or dolostone strata resulting from groundwater erosion, causing a surface subsidence of soil, sediment, or rock and is indicated through the contour lines on the property's recorded plat map."

28. Was a permit for a subsurface sewage disposal system for the Property issued during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If yes, Buyer may have a future obligation to connect to the public sewer system.

D. CERTIFICATION. I/We certify that the information herein, concerning the real property located at

200 E Main Street #5 Johnson City TN 37604

is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to conveyance of title to this property, these changes will be disclosed in an addendum to this document.

Transferor (Seller) [Signature] Date 4/11/2022 Time 11pm

Transferor (Seller) \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Parties may wish to obtain professional advice and/or inspections of the property and to negotiate appropriate provisions in the purchase agreement regarding advice, inspections or defects.

Transferee/Buyer's Acknowledgment: I/We understand that this disclosure statement is not intended as a substitute for any inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are evident by careful observation. I/we acknowledge receipt of a copy of this disclosure.

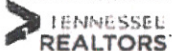
Transferee (Buyer) [Signature] Date 4/11/2022 Time 10:25

Transferee (Buyer) [Signature] Date 4/11/2022 Time 12:18

If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. This form contains language that is in addition to the language mandated by the state of Tennessee pursuant to the disclosure requirements of the "Tennessee Residential Property Disclosure Act". Tennessee Code Annotated § 66-5-201, et seq. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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## LEAD-BASED PAINT DISCLOSURE

*Federal law mandates that Sellers of housing constructed prior to 1978 must complete certain Lead-Based Paint Disclosure requirements. These should be completed before the Buyer makes an offer and certainly before the Seller accepts a purchase offer, otherwise the Buyer may not be obligated under any contract to purchase such housing.*

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 200 E Main Street #5 Johnson City TN 37604

### Seller Disclosure

*Seller to check one box below:*

- ☐ Seller has no knowledge, records, or reports of lead-based paint and/or lead-based paint hazards in the housing.
- ☐ Seller is aware of the presence of lead-based paint and/or lead-based paint hazards in the housing and has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List any records, reports and/or additional information, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exists, the location of the lead-based paint and the conditions of the painted surfaces. This requirement includes records or reports regarding common areas. It also includes records or reports of other residential dwellings in multifamily housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole. If no reports or records are available, Seller shall indicate as such.

### Buyer Acknowledgment

- 1) Buyer has received copies of all records, reports and information listed above (if any);
- 2) Buyer has read the Lead Warning Statement (above) and understands its contents;
- 3) Buyer has received the lead hazard information pamphlet, "Protect Your Family From Lead In Your Home" (Copies available at <http://www.hud.gov> and <http://www.epa.gov>);
- 4) Buyer has received a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards. This opportunity is waived if Buyer checks the second box below.

*Buyer to check one box below:*

- ☐ Contract is subject to Buyer's approval of the results of a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards, to be completed at the Buyer's expense. This contingency shall be satisfied **within 10 calendar days after the Binding Agreement Date.**
- ☐ Buyer *waives the opportunity to conduct a risk assessment or inspection* for the presence of lead-based paint and/or lead-based paint hazards.

### Licensee Acknowledgment

Licensees have informed the Seller of the Seller's obligations under 42 U.S.C. § 4852d, as amended, and are aware of listing and selling licensees' duty to ensure compliance.

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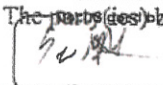


45 **Certification of Accuracy**

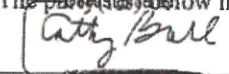
46 The Sellers, Buyers, and Licensees have reviewed the information above and certify, to the best of their knowledge, that  
 47 the information they have provided is true and accurate and they have received a copy hereof.

48 The parties agree that the Licensees' signatures on this document are for certification and acknowledgment purposes only  
 49 as required and do not make either said Licensee a party to the Purchase and Sale Agreement.

50 The party(ies) below have signed and acknowledge receipt of a copy.

51   
 52 **SELLER Sean C. Williams** **SELLER**  
 53 4/11/2022 at 11pm o'clock ☒ am/ ☐ pm \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
 54 **Date** **Date**

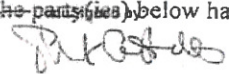
55 The party(ies) below have signed and acknowledge receipt of a copy.

56   
 57 **BUYER Cathy Ball** **BUYER ~~Cathy Ball~~ Long**  
 58 4/11/2022 at 10:26 o'clock ☒ am/ ☐ pm 4/11/2022 Time 12:18 o'clock ☐ am/ ☒ pm  
 59 **Date** **Date**

60 The party(ies) below have signed and acknowledge receipt of a copy.

61 \_\_\_\_\_  
 62 **REAL ESTATE LICENSEE FOR SELLER**  
 63 \_\_\_\_\_ at \_\_\_\_\_ o'clock ☐ am/ ☐ pm  
 64 **Date**

65 The party(ies) below have signed and acknowledge receipt of a copy.

66   
 67 **REAL ESTATE LICENSEE FOR BUYER**  
 68 **Shannon Kimberly Castillo**  
 69 4/12/2022 at 6:14 o'clock ☒ am/ ☐ pm  
**Date**

For Information Purposes Only:

Listing Company

Mitch Cox, REALTORS, Inc.

Selling Company

Independent Licensee

Shannon Kimberly Castillo

Independent Licensee

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Shannon Kimberly Castillo is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.

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 RF209 - Lead-Based Paint Disclosure, Page 2 of 2

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EXHIBIT - CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

As used below:  
 "Buyer" shall mean Buyer or Tenant.  
 "Seller" shall mean Seller or Landlord.

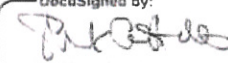
The Company, Mitch Cox Realtor, Inc. in the real estate transaction involving the property located at the property in the lease.

- ☐ is serving as a Transaction Broker or Facilitator (not an agent for either party).
- ☐ is serving as an Agent or Subagent for the Seller.
- ☒ is serving as an Agent for the Buyer.
- ☐ is serving as a Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided. This notice by itself, however, does not constitute an agency agreement or establish an agency relationship.

Date: 4/12/2022

Licensee's Signature: \_\_\_\_\_

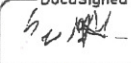
DocuSigned by:  
  
 CCF8-20000000000000000000

Acknowledgment:

I acknowledge the above confirmation of agency status.

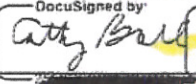

Date: 4/11/2022

Signature of Seller: \_\_\_\_\_

DocuSigned by:  


Date: 4/11/2022

Signature of Buyer: \_\_\_\_\_

DocuSigned by:  
  
 DocuSigned by:  




## Agreement To Show Unlisted Property

**Permission to Show Property.** In consideration of the services and efforts of Shannon Castillo with Mitch Cox Realtor., a licensed real estate broker (hereinafter "Broker"), the undersigned owner (hereinafter "Owner") hereby grants to Broker the right and privilege to show and offer for sale to one or more prospective buyers (hereinafter "Prospect"), from April 1, 2022 to June 1, 2022 (hereinafter the "Authorization Period"), the following described property:

200 East Main Street #5 (Address), Johnson City (City), TN (State), 37604 (Zip), as recorded in Washington County Register Office, R884 deed book(s), I2118 page(s), Parcel ID/ Tax ID 046M F 016.00, together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property". The full legal description of the Property is the same as is recorded with the Register of Deeds Office in the county in which the Property is located and is made a part of this Agreement by reference.

**Sales Price.** Broker may quote a sales price of \$ 416,000.00 for the Property, which amount includes the real estate commission, terms of which are more fully set forth below.

**Brokerage Commission.** Owner agrees to pay to Broker, at the closing of the sale, a real estate commission (hereinafter "Commission") of 4 percent of the sales price should Prospect enter into, during the Authorization Period, an enforceable Purchase and Sale Agreement to purchase the Property, and Owner acknowledges that in such event, Broker shall have been the procuring cause of such sale. In the event that the Property is sold directly by Owner to Prospect within one year after the expiration of the Authorization Period, then Owner agrees to pay the Commission to broker at the closing of the sale. Seller understands that an offer may be made that is less than the listing price however, if Seller accepts said offer a Commission of 4 percent is still owed to Broker unless a lesser amount is agreed to in writing by Broker.

Seller (jointly and severally, if more than one) agrees to pay Broker the commission in cash at the time of the closing if Seller sells, leases, exchanges or contracts to sell, lease, or exchange the Property, or any portion thereof, during the term of this agreement or any extension thereof. Should Seller fail or refuse to carry out the terms of a sales (lease) contract, the Seller agrees to pay all costs and expenses incurred by Broker due to Seller's breach of said contract. For Broker's services, Seller further agrees to pay Broker an amount equal to the commission which would have been due and owing Broker had the transaction closed. The Seller agrees to pay all reasonable attorneys' fees together with any court cost and expenses which Broker incurs in enforcing any of Seller's obligations under this listing agreement.

Broker agrees to identify all Prospects to whom Broker has shown the Property at or by the expiration of the Authorization Period.

This Agreement is not a seller's agency engagement, but is, rather, limited to Owner's permission given to Broker to show the above property to Prospect, in exchange for compensation to Broker as set forth above. This Agreement shall not be construed to create an agency relationship between Owner and Broker. The parties understand and agree that Owner is Broker's customer, and that, as such, Broker will treat Owner honestly and may perform ministerial acts for Owner. **It is understood that this Agreement in no way prohibits Owner from selling the Property directly to a buyer other than Prospect without paying Broker a commission.**

Owner represents that Owner (1) presently has title to the Property or has full authority to enter into this Agreement, and (2) will in good faith cooperate with Broker in the showing of the Property to Prospect.

Owner hereby acknowledges receipt of a copy of this Agreement.

Broker hereby identifies known Prospect(s) as  
Cathy Ball

Broker will identify other Prospect(s), if any, to whom Broker has shown property at or before expiration of authorization Period-by Addendum to this Agreement.

IN WITNESS WHEREOF, the parties have this \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_, 2022 duly executed this Agreement.

Selling Broker

*Shannon K. Castillo*

Broker or Broker's Affiliated Licensee

DocuSigned by:

Owner's Signature

Shannon K. Castillo  
Print or Type Name